

HEARING DATE: June 2, 2020  
TIME: 10:00 a.m.

EDELSTEIN & GROSSMAN  
By: Jonathan I. Edelstein  
*Attorney for Creditor Nelson Vasquez*  
501 Fifth Avenue, Suite 514  
New York, NY 10017  
Tel. (212) 871-0571  
Fax (212) 922-2906  
jonathan.edelstein.2@gmail.com

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

-----X

In re:

NEW ENGLAND MOTOR FREIGHT, INC.,  
et. al.,<sup>1</sup>

Debtor.

**RESPONSE TO  
OMNIBUS OBJECTION**

Chapter 11

Case No.: 19-12809-JKS

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**PLEASE TAKE NOTICE** that Creditor Nelson Vasquez responds as follows to the Omnibus Objection filed by the Liquidating Trustee on April 29, 2020 (Doc. 1245):

1. Creditor Nelson Vasquez is the victim of a motor vehicle accident in which his vehicle was struck by a truck owned and operated by the Debtor, resulting in serious injury.
2. On August 20, 2019, Mr. Vasquez filed a Proof of Claim. (Doc. 942-5).
3. On October 25, 2019, Mr. Vasquez moved for an Order granting a *nunc pro tunc*

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<sup>1</sup> The Debtors in these Chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: New England Motor Freight, Inc. (7697); Eastern Freight Ways, Inc. (3461); NEMF World Transport, Inc. (2777); Apex Logistics, Inc. (5347); Jans Leasing Corp. (9209); Carrier Industries, Inc. (9223); Myar, LLC (4357); MyJon, LLC (7305); Hollywood Avenue Solar, LLC (2206); United Express Solar, LLC (1126); and NEMF Logistics, LLC (4666).

extension of time to file his Proof of Claim and deeming his Proof of Claim duly and timely filed. (Doc. 942).

4. Protective Insurance Company ("Protective") opposed the motion (Doc. 969) and the Committee of Unsecured Creditors ("Committee") joined in the opposition (Doc. 971). Mr. Vasquez filed a letter submission in further support (Doc. 975).

5. After the papers on the motion were submitted, the undersigned engaged in negotiations with counsel for Protective, the Committee, and the Debtor. As a result of these negotiations, it was agreed that Mr. Vasquez would be permitted to participate in the alternative dispute resolution ("ADR") protocol for automobile accident claims without the necessity of a Proof of Claim. A copy of the email exchange resulting in this agreement is annexed hereto as Exhibit A.

6. On November 11, 2019, the undersigned wrote to Judge Sherwood memorializing the aforesaid agreement and withdrawing the motion in accordance therewith. (Doc. 992).

7. Mr. Vasquez has in fact participated in the ADR protocol pursuant to the aforesaid agreement.

8. Accordingly, the Omnibus Objection should be overruled as to Mr. Vasquez and this Court should permit Mr. Vasquez to continue participating in the ADR protocol for automobile accident claims as agreed between the parties.

Dated: New York, NY  
May 20, 2020

**EDELSTEIN & GROSSMAN**  
*Attorney for Creditor Nelson Vasquez*

By: /s/ Jonathan I. Edelstein  
Jonathan I. Edelstein  
501 Fifth Avenue, Suite 514  
New York, NY 10017  
(212) 871-0571

**BOYER COFFY LLC**

*Local Counsel for Creditor Nelson Vasquez*

By: /s/ Leonard Boyer, Esq.  
Leonard Boyer  
970 Clifton Avenue, Suite 201  
Clifton, NJ 07013  
(973) 798-6131



Jonathan Edelstein <jonathan.edelstein.2@gmail.com>

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## New England Motor Freight - Committee's Joinder in Opposition to Motion of Nelson Vasquez to File A Late Filed Proof Of Claim

14 messages

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Lawler, Elizabeth B. <ELawler@lowenstein.com>

Wed, Nov 6, 2019 at 3:18 PM

To: "jonathan.edelstein.2@gmail.com" <jonathan.edelstein.2@gmail.com>, "ATurner@TurnerLaw.net" <ATurner@turnerlaw.net>

Cc: "DiPasquale, Joseph J." <JDIPasquale@lowenstein.com>

Good afternoon,

I have attached a copy of the Committee's joinder in the opposition filed by Protective Insurance Company to the to the motion filed by Nelson Vasquez to file a late filed proof of claim and granting relief from stay [Docket No. 942], which was filed with the Court today at Docket No. 971.

Thank you,  
Beth

**Elizabeth B. Lawler**  
Bankruptcy Paralegal  
Lowenstein Sandler LLP

T: 973.422.6412  
M: 201.248.3432  
F: 973.422.6413

in



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 **NEMF- Docket No 971 - Joinder to Protective Insurance Company Oppositio....pdf**  
179K

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**Jonathan Edelstein** <jonathan.edelstein.2@gmail.com> Thu, Nov 7, 2019 at 12:01 PM  
To: "Lawler, Elizabeth B." <ELawler@lowenstein.com>  
Cc: "ATurner@TurnerLaw.net" <ATurner@turnerlaw.net>, "DiPasquale, Joseph J." <JDiPasquale@lowenstein.com>, Rich Bongiorno <rbongiorno@thebongiornolawfirm.com>, Leonard Boyer <lrbnjesq@gmail.com>

Please find attached Mr. Vasquez' reply to the opposition papers filed by Protective Insurance and the Committee of Unsecured Creditors.

Would the parties be willing to discuss incorporating Mr. Vasquez into the proposed automobile claims protocol, as a possible resolution of his motion?

Thank you for your consideration,

Jonathan Edelstein

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 **Nelson Vasquez - Reply to Motion.pdf**  
111K

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**DiPasquale, Joseph J.** <JDiPasquale@lowenstein.com> Fri, Nov 8, 2019 at 12:06 PM  
To: Jonathan Edelstein <jonathan.edelstein.2@gmail.com>, "Lawler, Elizabeth B." <ELawler@lowenstein.com>, "Jonathan M. Stererman" <jms@elliottgreenleaf.com>  
Cc: "ATurner@TurnerLaw.net" <ATurner@turnerlaw.net>, Rich Bongiorno <rbongiorno@thebongiornolawfirm.com>, Leonard Boyer <lrbnjesq@gmail.com>

Looping in Jon

**Joseph J. DiPasquale**  
Partner  
Lowenstein Sandler LLP

T: 973.597.2528  
M: 973.280.5047  
F: 973.597.2400



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[Quoted text hidden]

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**Andrew R. Turner** <ATurner@turnerlaw.net>

Mon, Nov 11, 2019 at 4:01 PM

To: Jonathan Edelstein <jonathan.edelstein.2@gmail.com>

Cc: "DiPasquale, Joseph J." <JDIPasquale@lowenstein.com>, "Jonathan M. Stemerman" <jms@elliottgreenleaf.com>, "Theisen, Brett" <BTheisen@gibbonslaw.com>

Jonathan

Regarding the below, my client (Protective) has no objection to including your client's claim in the protocol for mediation. However, the request to file an amended proof of claim should be withdrawn. The claims bar date was very important in reaching considerations for the manner in which the Debtors' plan developed and changes to the proofs of claim after the bar date (absent an extreme circumstance - - which we do not have here) is not fair to my client.

Thank you,

Andrew

Andrew R. Turner, Esq.

**TURNER LAW FIRM, LLC**

76 South Orange Avenue, South Orange, NJ 07079

Phone: 973-763-5000 | Fax: 973-763-0568

aturner@turnerlaw.net

**From:** Jonathan Edelstein [mailto:jonathan.edelstein.2@gmail.com]

**Sent:** Thursday, November 07, 2019 12:01 PM

**To:** Lawler, Elizabeth B. <ELawler@lowenstein.com>

**Cc:** Andrew R. Turner <ATurner@TurnerLaw.net>; DiPasquale, Joseph J. <JDIPasquale@lowenstein.com>; Rich Bongiorno <rbongiorno@thebongiornolawfirm.com>; Leonard Boyer <lrbnjesq@gmail.com>

**Subject:** Re: New England Motor Freight - Committee's Joinder in Opposition to Motion of Nelson Vasquez to File A Late Filed Proof Of Claim

Please find attached Mr. Vasquez' reply to the opposition papers filed by Protective Insurance and the Committee of Unsecured Creditors.

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**Jonathan Edelstein** <jonathan.edelstein.2@gmail.com>

Mon, Nov 11, 2019 at 3:57 PM

To: "Andrew R. Turner" <ATurner@turnerlaw.net>

Cc: "DiPasquale, Joseph J." <JDIPasquale@lowenstein.com>, "Jonathan M. Stemerman" <jms@elliottgreenleaf.com>, "Theisen, Brett" <BTheisen@gibbonslaw.com>, Rich Bongiorno <rbongiorno@thebongiornolawfirm.com>

Let me make sure I have this correct -- you are willing to allow my client's claim and include it in the protocol for mediation, as long as we agree not to amend the claim in the future?

Including Rich Bongiorno (Mr. Vasquez' state court counsel) in the email loop.

Thanks, Jonathan

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**Theisen, Brett** <BTheisen@gibbonslaw.com>

Mon, Nov 11, 2019 at 4:02 PM

To: Jonathan Edelstein <jonathan.edelstein.2@gmail.com>, "Andrew R. Turner" <ATurner@turnerlaw.net>

Cc: "DiPasquale, Joseph J." <JDIPasquale@lowenstein.com>, "Jonathan M. Stemerman" <jms@elliottgreenleaf.com>, Rich Bongiorno <rbongiorno@thebongiornolawfirm.com>

On behalf of the Debtors, I just want to point out that Mr. Turner does not have the authority to grant an allowed claim.

Brett S. Theisen, Esq.

212-613-2065 (office)

917-524-5987 (mobile)

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7K

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**Jonathan Edelstein** <jonathan.edelstein.2@gmail.com>

Mon, Nov 11, 2019 at 4:03 PM

To: "Theisen, Brett" <BTheisen@gibbonslaw.com>  
Cc: "Andrew R. Turner" <ATurner@turnerlaw.net>, "DiPasquale, Joseph J." <JDiPasquale@lowenstein.com>, "Jonathan M. Stemerman" <jms@elliottgreenleaf.com>, Rich Bongiorno <rbongiorno@thebongiornolawfirm.com>

Understood; however, I note that the Debtors have not filed papers objecting to my motion.

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**Andrew R. Turner** <ATurner@turnerlaw.net> Mon, Nov 11, 2019 at 4:13 PM  
To: Jonathan Edelstein <jonathan.edelstein.2@gmail.com>  
Cc: "DiPasquale, Joseph J." <JDiPasquale@lowenstein.com>, "Jonathan M. Stemerman" <jms@elliottgreenleaf.com>, "Theisen, Brett" <BTheisen@gibbonslaw.com>, Rich Bongiorno <rbongiorno@thebongiornolawfirm.com>

Jonathan

I think you misapprehended my suggestion. Protective has no say on proofs of claim.

We are willing to allow participation in the ADR protocol, but without a proof of claim.

Andrew Turner

**From:** Jonathan Edelstein [mailto:jonathan.edelstein.2@gmail.com]  
**Sent:** Monday, November 11, 2019 3:57 PM  
**To:** Andrew R. Turner <ATurner@TurnerLaw.net>  
**Cc:** DiPasquale, Joseph J. <JDiPasquale@lowenstein.com>; Jonathan M. Stemerman <jms@elliottgreenleaf.com>; Theisen, Brett <BTheisen@gibbonslaw.com>; Rich Bongiorno <rbongiorno@thebongiornolawfirm.com>

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**Theisen, Brett** <BTheisen@gibbonslaw.com> Mon, Nov 11, 2019 at 4:09 PM  
To: Jonathan Edelstein <jonathan.edelstein.2@gmail.com>  
Cc: "Andrew R. Turner" <ATurner@turnerlaw.net>, "DiPasquale, Joseph J." <JDiPasquale@lowenstein.com>, "Jonathan M. Stemerman" <jms@elliottgreenleaf.com>, Rich Bongiorno <rbongiorno@thebongiornolawfirm.com>

The Debtors oppose the motion and consented to the Committee handling the matter.

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**Jonathan Edelstein** <jonathan.edelstein.2@gmail.com> Mon, Nov 11, 2019 at 4:19 PM  
To: "Andrew R. Turner" <ATurner@turnerlaw.net>  
Cc: "DiPasquale, Joseph J." <JDiPasquale@lowenstein.com>, "Jonathan M. Stemerman" <jms@elliottgreenleaf.com>, "Theisen, Brett" <BTheisen@gibbonslaw.com>, Rich Bongiorno <rbongiorno@thebongiornolawfirm.com>

Understood, based on our telephone conversation just now.

Debtors and Committee, assuming that Mr. Vasquez' state court counsel is agreeable (which I am attempting to ascertain now), would you agree to Mr. Vasquez participating in Protective's ADR protocol without a proof of claim?

Thanks, Jonathan

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**Theisen, Brett** <BTheisen@gibbonslaw.com>

Mon, Nov 11, 2019 at 4:20 PM

To: Jonathan Edelstein <jonathan.edelstein.2@gmail.com>, "Andrew R. Turner" <ATurner@turnerlaw.net>

Cc: "DiPasquale, Joseph J." <JDIPasquale@lowenstein.com>, "Jonathan M. Stemerman" <jms@elliottgreenleaf.com>, Rich Bongiorno <rbongiorno@thebongiornolawfirm.com>

Yes, the Debtors agree to that treatment.

Brett S. Theisen, Esq.

212-613-2065 (office)

917-524-5987 (mobile)

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7K

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**Jonathan Edelstein** <jonathan.edelstein.2@gmail.com>

Mon, Nov 11, 2019 at 4:39 PM

To: "Theisen, Brett" <BTheisen@gibbonslaw.com>

Cc: "Andrew R. Turner" <ATurner@turnerlaw.net>, "DiPasquale, Joseph J." <JDIPasquale@lowenstein.com>, "Jonathan M. Stemerman" <jms@elliottgreenleaf.com>, Rich Bongiorno <rbongiorno@thebongiornolawfirm.com>

After discussing the matter with state court counsel, Mr. Vasquez agrees to that resolution. Thanks, Jonathan

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**Jonathan Edelstein** <jonathan.edelstein.2@gmail.com>

Mon, Nov 11, 2019 at 4:50 PM

To: "Theisen, Brett" <BTheisen@gibbonslaw.com>

Cc: "Andrew R. Turner" <ATurner@turnerlaw.net>, "DiPasquale, Joseph J." <JDIPasquale@lowenstein.com>, "Jonathan M. Stemerman" <jms@elliottgreenleaf.com>, Rich Bongiorno <rbongiorno@thebongiornolawfirm.com>

Dear Counsel, please advise whether this proposed withdrawal letter accurately reflects our resolution. Thanks, Jonathan

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**Nelson Vasquez Letter Withdrawing Motion -- 11-11-19.pdf**  
8K

**Jonathan Edelstein** <jonathan.edelstein.2@gmail.com>

Mon, Nov 11, 2019 at 4:58 PM

To: "Theisen, Brett" <BTheisen@gibbonslaw.com>

Cc: "Andrew R. Turner" <ATurner@turnerlaw.net>, "DiPasquale, Joseph J." <JDiPasquale@lowenstein.com>, "Jonathan M. Stemerman" <jms@elliottgreenleaf.com>, Rich Bongiorno <rbongiorno@thebongiornolawfirm.com>

BTW, my local counsel advises that he will file the withdrawal letter either this evening or by 9:30 a.m. tomorrow, so we can all avoid a trip to Newark. Thanks, Jonathan

[Quoted text hidden]

HEARING DATE: June 2, 2020  
TIME: 10:00 a.m.

EDELSTEIN & GROSSMAN  
By: Jonathan I. Edelstein  
*Attorney for Creditor Nelson Vasquez*  
501 Fifth Avenue, Suite 514  
New York, NY 10017  
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jonathan.edelstein.2@gmail.com

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DISTRICT OF NEW JERSEY

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et. al.,<sup>1</sup>

Debtor.

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Chapter 11

Case No.: 19-12809-JKS

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6. On November 11, 2019, the undersigned wrote to Judge Sherwood memorializing the aforesaid agreement and withdrawing the motion in accordance therewith. (Doc. 992).

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Dated: New York, NY  
May 20, 2020

**EDELSTEIN & GROSSMAN**  
*Attorney for Creditor Nelson Vasquez*

By: /s/ Jonathan I. Edelstein  
Jonathan I. Edelstein  
501 Fifth Avenue, Suite 514  
New York, NY 10017  
(212) 871-0571

**BOYER COFFY LLC**

*Local Counsel for Creditor Nelson Vasquez*

By: /s/ Leonard Boyer, Esq.  
Leonard Boyer  
970 Clifton Avenue, Suite 201  
Clifton, NJ 07013  
(973) 798-6131